

REQUEST FOR PROPOSALS INVASIVE PLANT CONTROL

Door County is seeking proposals for a *Pastinaca sativa* (Wild Parsnip) control program. The project consists of 2 parts, treatments for less than 10 miles in county highway right-of-ways (ROW) and treatments for about an acre in a county run non-metallic mine.

Specifications and instructions are posted on the Door County website, <https://www.co.door.wi.gov/bids.aspx>, and may also be obtained from the Soil and Water Conservation Department (SWCD) by calling 920-746-2214. The SWCD office is currently closed to the public. Proposals must conform to the requirements of the specifications and instructions.

Proposals must be submitted to and received by the SWCD, Government Center, 421 Nebraska Street, Sturgeon Bay, Wisconsin, 54235 by 12:00 p.m. June 5th, 2020.

Proposals will be publicly opened on June 8th, 2020, 1:00 pm. In order to comply with WDHS 03-24-2020 'Safer-at-Home Order' and any future additional guidance documents relating to mitigating the impacts of COVID-19 opening of proposals will be conducted by video conference and recorded for public record. Members of the public may join the opening remotely.

To attend the opening via computer:
Go to <https://globalpage-prod.webex.com/join>
Enter the meeting number 295 178 828
Enter the password: 3huQfCHPm38
To connect via phone:
Call 1-408-418-9388
Access Code: 295 178 828

INSTRUCTIONS

1. PROPOSALS:

A Proposal must be legibly printed or typed. A Proposal must be sealed in an opaque envelope labeled "*Wild Parsnip Control Program*". A Proposal must set forth the scope and final cost of services to be provided, and the qualifications of the individual or entity. Any deviation from the Specifications or Instructions must be noted clearly and concisely. A Proposal must be signed and dated by the individual or by a duly authorized representative of the entity. A Proposal must remain firm for a period of forty-five (45) days.

2. QUALIFICATIONS OF THE INDIVIDUAL OR ENTITY

The individual or entity shall be licensed, certified, accredited, and meet all of the necessary qualifications to perform the services contemplated, as applicable, and must be appropriately responsible. Door County may investigate as it deems necessary to determine the ability and appropriateness of the individual or entity to perform the services. Door County reserves the right to reject any Proposal if the individual or entity fails to satisfy Door County that the individual or entity is qualified to perform the services contemplated.

3. CONSIDERATION/AWARD OF CONTRACT:

Door County reserves the right to reject or accept any Proposal, or parts thereof, and/or waive technical defects. The award of this contract shall be to an individual or entity that is appropriately responsible and that offers the lowest cost compliant Proposal. Door County reserves the right to consider all elements that it determines are relevant regarding determining whether an individual or entity is appropriately responsible. An appropriately responsible individual or entity is one who is not only financially responsible, but who is possessed of the judgement, experience, skill, ability, capacity and integrity requisite and necessary to perform a public contract such as this according to its terms.

4. CONTRACT

The successful individual or entity shall execute a Purchase of Services Agreement, substantially similar to the draft Purchase of Services Agreement included with the Specifications, and Instructions, within fifteen (15) days after notice of the award of the contract is given. These Instructions, and the Specifications and Proposal in their entirety form the primary basis of the Agreement.

5. LAWS AND REGULATIONS

The successful individual or entity must be cognizant of and shall abide by all applicable Federal, State, Local, and municipal laws, ordinances, rules and regulations. This includes, but is not limited to, non-discrimination laws, equal employment obligations, affirmative action mandates, labor standards, and the Americans with Disabilities Act.

6. LATE PROPOSALS

Proposals that are not timely received will not be accepted.

7. INDIVIDUAL'S OR ENTITY'S CERTIFICATE

Each individual or entity shall incorporate and make a part of their Proposal a sworn statement by the individual or entity that the individual or entity has examined and carefully checked the Request for Proposal, Instructions, and Specifications before submitting the Proposal, and have offered a compliant Proposal.

SPECIFICATIONS

[Door County SWCD 2020 Wild Parsnip Control Program]

*INVASIVE SPECIES CONTROL: USING APPROVED HERBICIDE(S) TO TREAT *Pastinaca sativa* (Wild Parsnip).*

Wild Parsnip control program for Door County Mill Rd. quarry located at 7796 W Center Rd., in the Town of Forestville and populations found along county road right-of-ways. The SWCD will facilitate the program and is offering a 5-month contract, with possible extension, to control Wild Parsnip. Treatment may begin as early as June 9th, 2020 and must be completed by October 30th, 2020.

Treatments conducted after project expiration or without SWCD pre-approval will not be funded by this program.

The contractor shall treat all Wild Parsnip growing within the quarry, the quarry perimeter and the right-of-ways adjacent to The County property. Treatment areas are identified on the inventoried population maps found on the SWCD website at <http://map.co.door.wi.us/map/>. (Found in conservation folder, invasive species folder, Wild Parsnip Inventories folder, select 2019 for all project areas)

Due to the regulations of Mine Safety and Health Administration (MSHA), no access will be permitted onto the mine site without first obtaining site-specific hazard awareness training. This training will be conducted by a staff member of the Door County Highway Department prior to the contractor performing the herbicide control. The contractor shall not perform herbicide control if the Door County Highway Department is performing crushing operations at the Mill Quarry. There is currently no crushing schedule for the mine during the contract period. The contractor shall contact the Highway Department 48 hours in advance of any scheduled herbicide application.

Proposals must also follow the attached Program Instructions and Procedure sheets.

Please include in the non-metallic mine proposal:

- Cost per square foot for treatment of Wild Parsnip for the entire project area and project timeline.
- Cost per square foot broken down to treatment of Wild Parsnip for each treatment time period:
 - 1st treatment approximately 6/9-7/29 or prior to flowering with Ally/Escort
 - 2nd treatment approximately 7/30-8/31 cut plants after flowering and prior to plant going to seed.
 - 3rd treatment approximately 9/1-10/30 (prior to killing frost) with Ally/Escort.
- Herbicide and Application rate.
- Safety precautions that will be used during 2nd treatment mechanical control,
- Maximum amount of acres contractor is willing and/or able to treat in the time periods noted above.
- References, certifications, and experience.

Please include in the right-of-way proposal:

- Cost per mile for County Highway ROW treatment of Wild Parsnip for entire area and project timeline.
- Cost per mile of County Highway ROW treatment of Wild Parsnip for each treatment time period:
 - 1st treatment approximately 6/9-7/29 or prior to flowering with Ally/Escort
 - 2nd treatment approximately 9/1-10/30 (prior to killing frost) with Ally/Escort.
- Application rate and Herbicide.
- Maximum amount of miles contractor is willing to or able to treat in the time periods noted above. (Note: Treatment is limited to County Highway ROW).

- References, certifications, and experience.

Applicators must hold a current Wisconsin Department of Agriculture Trade and Consumer Protection (DATCP) certification in the Right of Way category

Proposals must be received by 12:00 p.m. (noon) Friday, June 5, 2020.

Submit proposals to:

Door County Soil & Water Conservation Department
421 Nebraska Street
Sturgeon Bay, WI 54235
920-746-2214
920-746-2369 (fax)
E-mail: swcd@co.door.wi.us

Program Procedure for Non-Metallic Mine:

The SWCD has inventoried the Wild Parsnip found within the project area and will provide additional aerial photographs and electronic data files for use on contractor's smart phone or other mobile device for use during treatment. Three separate treatments for approximately 1 acre of wild parsnip will be controlled through this effort. Spot treatments on foot with or without the aid of a motorized vehicle or ATV will be the preferred methods of treatment. However, if contractor has a more safe and efficient method to obtain access to project area to obtain treatment goals using SWCD preferred chemical alternate proposals will be considered. The project requires control of Wild Parsnip to be conducted in three separate intervals.

Primary treatments may begin June 9th and will be completed prior to plants flowering or July 29th whichever comes first, control methods will be chemical (or approved alternative specified in proposal). This primary treatment is to limit plants from going to flower.

Secondary treatments may begin July 30th and will be completed prior to plants going to seed or August 31st whichever comes first, control methods will be mowing or weed whacking standing stalks. This secondary treatment is to remove any flowering/bolting plants and preventing them from going to seed. During this phase of control proper protective equipment and all necessary safety precautions must be taken by contractor to avoid phyto-photo dermatitis and be included in proposal.

The third and final treatment may begin September 1st will be completed prior to first killing frost or October 30th, treating any first-year plants. The contractor will be responsible to complete and submit any and all permit application(s) for the project area. Contractor will contact SWCD 24 hours prior to treatment and shall report completed work and provide shapefiles of all treated areas to the SWCD after treatment is complete.

Program Procedure for County Highway Right-of Ways:

The SWCD has inventoried the Wild Parsnip in Door County and will provide additional aerial photographs and electronic data files for use on contractor's smart phone or other mobile device for use during treatment to the selected contractor for treatment. Treatment of approximately 10 miles of county highway ROW are proposed through this effort. (Note: 1 mile of road with populations of wild parsnip on both sides of the road is counted as 2 miles for treatment.) Spot treatments on foot with or without the aid of a motorized vehicle or ATV will be the preferred method of treatment.

Primary treatments may begin June 9th and will be completed prior to plants flowering or July 29th whichever comes first, control methods will be chemical (or approved alternative specified in proposal). This primary treatment is to limit plants from going to flower. Secondary and final treatments will be conducted between September 1st, weather dependent, and will be completed by October 30th. The contractor will be responsible to complete and submit any and all permit application(s) for the treatment areas. Contractor will contact SWCD 24 hours prior to treatment and shall report completed work and provide shapefiles of all treated areas to the SWCD after treatment is complete.

Control work will follow WDNR Best Management Practices. Applicators must hold a current Wisconsin Department of Agriculture certification in the Right of Way category.

All treatments shall be limited to the areas where landowner permission has been obtained.

Required herbicide mixtures shall include a dye and adjuvant.

The SWCD reserves the right to offer a contract to one or more contractors in this effort to ensure project goals.

PURCHASE OF SERVICES AGREEMENT

[Door County SWCD 2020 Wild Parsnip Control Program]

This Agreement, entered into by and between the County of Door, a Body Corporate, hereinafter referred to as "County", and **PROVIDER NAME & ADDRESS** hereinafter referred to as "Provider".

WHEREAS, County desires to secure and retain the services of Provider to perform the services enumerated below; and

WHEREAS, Provider desires to perform the services enumerated below.

NOW, THEREFORE, in consideration of the mutual covenants here contained, the parties agree as follows:

1. This Agreement shall become effective June 9, 2020, and shall expire on October 30, 2020. This Agreement may be extended for additional periods by prior mutual written consent of the parties.
2. County's contact information is: Door County Soil & Water, 421 Nebraska St, Sturgeon Bay, WI, Phone: 920-746-2214, email: SWCD@co.door.wi.us
3. Provider's contact information is: **NAME/CONTACT INFORMATION**.
4. During the term hereof, County hereby engages Provider and Provider hereby agrees to perform **NAME / DESCRIBE SERVICE(S)** services **OR** as set forth in **INSERT DESCRIPTION OF ATTACHMENT, E.G., REQUEST FOR PROPOSAL, SPECIFICATIONS, INSTRUCTIONS AND PROPOSAL** [attached hereto as **ADDENDA A,B,C&D** and incorporated herein by reference as if set forth in full]. In the event of an irreconcilable conflict, this agreement controls.
5. Payment for services covered by this Agreement shall be based on allowable fees and costs as set forth in **ADDENDA A,B,C&D** attached hereto and incorporated herein by reference as if set forth in full. Payment shall only be made for authorized services actually and satisfactorily provided. It is understood that County is not obligated to purchase any minimum amount of services from Provider.
6. Provider shall act as an independent contractor in providing and performing the services contemplated by this agreement. Nothing in, or done pursuant to, this agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and Provider.
7. Provider holds itself out as an independent contractor. Provider: is a separate and independent enterprise from the County; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work.
8. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Provider will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This agreement shall not be construed as creating any joint employment relationship between the Provider and the County, and the County will not be liable for any obligation incurred by the Provider, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Provider is not entitled to receive any benefits from County or to participate in any County benefit plan.
9. Provider shall furnish the County with reports, at intervals and in such form as the County may require, of its activities pertaining to any matter covered by this Agreement.

10. Provider shall permit County or its designee(s) timely access to the Provider's records, as necessary to review Provider's compliance with this Agreement.
11. Provider retains sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder.
12. Any and all work product (tangible material or its intangible equivalent) shall be the sole and exclusive property of the County.
13. Provider shall provide, perform and complete all services contemplated by this Agreement in an expeditious and proper manner, consistent with the care and skill ordinarily exercised by reputable members of the profession.
14. Provider warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this Agreement.
15. Provider represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by or pursuant to this Agreement.
16. Provider shall, in order to protect itself as well as the County, at all times during the term of this Agreement keep in force insurance policies issued by a company authorized to do business in Wisconsin and licensed by the Office of the Commissioner of Insurance.
 - *Comprehensive General Liability*: One million dollars (\$1,000,000) combined single limit (i.e., up to one million dollars (\$1,000,000) per occurrence for bodily injury or property damage arising out of single loss, with no sub-limits). This coverage must be written on an "occurrence" basis and shall cover all risks incident to any activity of Provider under this Agreement.
 - *Motor Vehicle Liability (Including Uninsured Motorist Coverage and Uninsured Motorist Coverage)*: One hundred thousand dollars (\$100,000) each person, three hundred thousand dollars (\$300,000) each accident, and twenty five thousand dollars (\$25,000) property damage each accident.
 - *Workers Compensation*: If and as required by the State of Wisconsin.
 - *Other Insurance*. If and as required by the State of Wisconsin and deemed reasonable and adequate by the County.

Provider shall furnish certificates of insurance to the County evidencing the risks insured against and the limits of liability there under.

County shall be named an additional insured or loss payee. Provider shall furnish County additional insured or loss payee endorsement(s).

Provider acknowledges that its indemnification liability to County is not limited by the limits of any insurance coverage.

17. Provider agrees that it shall protect, indemnify, and hold harmless the County and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of the Provider or the Provider's officers, officials, employees and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this Agreement. However, the provisions of this paragraph shall not apply to actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees caused solely by the County. The provisions of this paragraph shall survive and continue beyond the termination of this Agreement.
18. Nothing herein may be interpreted to constitute a waiver of any immunity, limitations on damages, notice requirements, or statutes of limitation afforded the County.

19. Provider shall comply with all applicable state and federal guidelines, laws, orders, regulations, and rules.
20. During the term of this Agreement the Provider shall comply with all applicable state and/or federal labor standards.
21. During the term of this Agreement the Provider shall not discriminate against any person based on race, color, national origin, gender, age, disability, sexual orientation, religion, or marital status.
22. During the term of this Agreement Provider shall comply with all applicable affirmative action mandates and all applicable equal opportunity requirements. This includes the submission, if required, of the Provider's current approved civil rights compliance action plan.
23. Provider recognizes that it may have access to confidential or proprietary information. Provider agrees to keep such information confidential. This includes the Provider not using or disclosing any such information for any purpose not inextricably connected with this Agreement absent appropriate written consent.
24. Provider shall maintain records in connection with this Agreement in a manner sufficient to meet the requirements of state and federal laws, regulations and rules. This includes Wisconsin's Open Record Law ("WORLD"), set forth in Section 19.31 - 19.39 Wis. Stats. Provider shall assist County in complying with Public Record(s) Request(s) pursuant to Section 19.36(3) Wis. Stats.
25. Provider shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160 – 164) ("HIPAA").
26. Provider shall meet state and federal service standards and applicable state and federal licensure and certification requirements as expressed by state and federal regulations and rules applicable to the services covered by this Agreement. Provider shall provide duplicates of any current license or certification required to the County.
27. Provider represents that it is not (and has not been) debarred, suspended or otherwise declared ineligible to provide the services covered by this Agreement. Provider shall immediately notify County if their status changes during this Agreement's term.
28. Provider shall avoid conflicts of interest. This includes the establishment of safeguards by Provider to prevent its employees, officers, principals or agents from using their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
29. Noncompliance with this Agreement may be considered cause for its immediate suspension or termination. Written notice, by the party suspending or terminating this Agreement, shall be provided as soon as is practicable to the other party. If the County terminates this Agreement for the Provider's breach, Provider may be liable for any additional costs County incurs for replacement services.
30. County may terminate this Agreement in whole or in part without penalty at any time due to non-appropriation of necessary funds by the County Board, the State of Wisconsin, or the Federal Government.
31. Upon termination, for any reason, County's liability shall be limited to the services authorized and satisfactorily rendered by Provider through the date of termination as reflected by invoices timely submitted.
32. Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party.

33. Provider shall not assign this Agreement in whole or in part. Provider shall not assign any of its rights or obligations under this Agreement. Provider shall not assign any payment due or to become due under this Agreement.
34. This Agreement and the rights and obligation of County and Provider under this Agreement shall be interpreted according to the laws of the State of Wisconsin.
35. Venue, as to any dispute that may arise under this Agreement, shall be in the Circuit Court, County of Door, State of Wisconsin or, if subject matter jurisdiction otherwise exists, the U.S. District Court, Eastern district of Wisconsin. The parties shall, if practicable, endeavor to utilize alternative dispute resolution prior to commencement of a lawsuit.
36. County and Provider represents and warrants that it has carefully reviewed and fully understands this Agreement, including attachments and any matters incorporated by reference. This Agreement shall be binding upon and shall inure to the benefit of County and Provider and upon their respective and permitted successors and assigns.
37. The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Agreement shall be in any way affected thereby.
38. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless, and until such is reduced to writing and executed by County and Provider.
39. It is understood and agreed that this Purchase of Service Agreement, attachments, and any matters incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

Accepted and agreed this _____ day of _____ 2020.

NAME/TITLE

Duly authorized Signatory for _____

Federal Employer Identification Number _____

Accepted and agreed this _____ day of _____ 2020.

NAME/TITLE

Accepted and agreed this _____ day of _____, 2020.

Erin Hanson,
Door County, County Conservationist Department of Soil & Water.

Accepted and agreed this _____ day of _____, 2020.

Ken Fisher, Chairperson
Door County Land Conservation Committee Chairperson

Accepted and agreed this _____ day of _____, 2020.

Ken Pabich
Door County Administrator

Approved as to form this _____ day of _____, 2020.

Grant P. Thomas
Corporation Counsel